

LEASE

THIS LEASE, made and executed in triplicate this 7th day of October, 1957, pursuant to the order of the Board of County Commissioners of King County, State of Washington, directing such lease, and recorded in Volume , Page of the Records of King County Commissioners, by and between KING COUNTY, a municipal corporation, as Lessor, and ARTHUR J. BELL of Seattle, Washington, as Lessee,

WITNESSETH:

1. That the Lessor, in consideration of the rents and covenants hereinafter mentioned, does hereby lease and demise unto the Lessee, and the said Lessee does hereby lease the following described premises situated on King County Airport, Boeing Field, in the County of King, State of Washington, to-wit:

TRACT "A"

"A tract of land on the East side of King County Airport (Boeing Field) in the Northwest Quarter of Section 28, Township 24 North, Range 4 East, Willamette Meridian, described as follows: BEGINNING at the Southeast corner of the Northwest Quarter of Section 28; thence North 88°25'45" West 679. feet; thence North 38°51'23" West 657. feet; thence North 51°08'37" East 15. feet to a TRUE POINT OF BEGINNING; thence continuing on the same bearing 90. feet; thence North 38°51'23" West 100. feet; thence South 51°08'23" West 90. feet; thence South 38°51'23" East 100. feet to the TRUE POINT OF BEGINNING. An area containing approximately 9,000 square feet."

with appurtenances, for a term of twenty-nine (29) years and one (1) month, beginning on the first (1st) day of October, 1957, and ending on the thirty-first (31st) day of October, 1986.

2. The rental to be paid for said premises shall be the sum of \$360.00 per annum, and shall be paid in the following manner, to-wit: The sum of \$90.00 upon execution hereof, the receipt of which is hereby acknowledged, and \$30.00 on the first day of each and every month thereafter to and including the first day of August, 1986, From the \$90.00 paid upon the execution hereof, the sum of \$30.00 shall apply in payment of the rent of the first month of the term hereof and the balance of \$60.00 shall be applied, in the event the Lessee shall perform all of the covenants herein to be performed by the Lessee, as rent for the last two months of the term hereof.

3. Lessee agrees that at the expiration of the first five-year period of the term of this lease, and at the commencement of each and every five-year period of said term thereafter, the rental to be paid by the Lessee for and during each and every subsequent period respectively shall be readjusted and fixed, either by agreement between the Board of County Commissioners of King County and the Lessee or by the method of arbitration as provided in Chapter 41 of the Laws of 1951 of the State of Washington, to which full reference is herein made as if the chapter were fully set forth herein.

4. If at any time during the term of this lease the Lessee shall fail to pay the rentals herein stipulated, then the Lessor, by and through its Board of County Commissioners, upon thirty (30) days' written notice to the Lessee, or the persons in possession of said premises, shall have the power and right to declare this lease forfeited, and the Lessee's equity in any and all improvements placed on the property by the Lessee shall then become the property of the Lessor.

5. The Lessee agrees to construct a building upon the property above described in accordance with plans and specifications attached hereto which are hereby approved, within a period of three (3) years from the date of beginning of this lease; the buildings so erected to be maintained by the Lessee in good condition and appearance. The Lessee also agrees that at the termination of this lease the said building shall be removed from the property at the expense of the Lessee or revert to King County, at the option of the Board of King County Commissioners.

6. This lease shall not be assigned or subleased unless such assignment or sublease shall first be authorized by resolution of said Board of County Commissioners and the consent in writing of the majority of the members of said Board of County Commissioners be endorsed upon this lease.
7. In the event of default by Lessee resulting in a forfeiture of this lease under any of the terms and conditions herein contained, all of the rentals paid under this lease shall be forfeited to the Lessor and shall be and remain the property of the Lessor as liquidated damages; and the Lessee, or its assignee, shall forfeit all rights and equity in any and all improvements upon said leased premises at the date of forfeiture, and upon such forfeiture, the Lessor shall have the right to reenter said premises and take full and absolute possession thereof.
8. The Lessee accepts the premises in their present condition, and agrees to return said premises to the Lessor at the termination of this lease in as good condition except for reasonable wear and tear. However, the Lessee shall have the right, during the existence of this lease, to construct, alter, attach fixtures, and erect additional buildings, in or about the premises hereby leased, provided such buildings shall not depreciate the value of the premises, all of which shall be subject to the prior written consent of the Airport Manager or the Board of County Commissioners.
9. The Lessee also agrees that the leased premises may be used for the following purposes: For the display, sale, service and storage of aircraft parts and such other products incidental and commonly sold in connection with the conduct of such business.
10. If at any time during the life of this lease the Lessee shall use the premises for other than the purposes leased, without first obtaining permission in writing from the Board of County Commissioners to do so, this lease shall be null and void.
11. Lessee hereby agrees to save and hold Lessor and/or Lessor's agents free and harmless from any and all costs, liability, damage or expense (including costs of suit and expenses of legal services) by reason of any injury or damage to persons or property sustained as a proximate result of the acts or omissions of Lessee, or any of his employees, or arising out of any condition of said leased premises or the use of said premises in the operation of Lessee's business in, on or about said premises. It is further agreed that Lessor shall not be liable to the Lessee for claims or damages arising from any defect in the construction of or the present condition of the premises, whether known or unknown, or for damage by storm, rain or leakage.
12. The Lessor, by and through its Board of County Commissioners, reserves the right to cancel this lease upon six (6) months' notice in writing to the Lessee or the persons in possession of the premises if the premises are required by the Lessor for the improvement or development of Boeing Field, and under such cancellation the Lessee or such persons in possession of the premises shall be reimbursed by the Lessor for the value of any improvements placed on the premises by the Lessee. In the event that the Lessor and Lessee cannot agree upon the value of any improvements placed upon the premises herein described by the Lessee, the Lessor and the Lessee shall submit to have such value adjusted by arbitration in the manner following, to-wit: "The Lessee shall select one arbitrator and the Lessor shall select one, and the two so chosen shall select a third and such value shall be conclusively fixed by said Board of Arbitrators".
13. The Lessee shall allow Lessor and Lessor's agents free access to said premises at all reasonable times for the purpose of inspection of the same, or of making repairs or alterations to the area in which said premises are located or the airport facilities.
14. The Lessee shall have the right during the term of this lease to erect signs upon the premises hereby leased, provided that such signs be first approved in writing by the Lessor or its agent, and such signs so erected must be maintained in good condition and appearance.

*cc this page sent to
L. S. Siler 9-17-69*

15. The Lessor hereby grants ingress and egress to the Lessee within a convenient and reasonable distance from any part of the leased premises to the available runways and taxiways of Boeing Field. ✓

16. Lessee in the conduct of its business in and on said premises will abide by and be governed by the rules and regulations promulgated by the Board of County Commissioners for King County, the United States Government or any department thereof, and/or the State of Washington or any department thereof, for the governing of said Boeing Field.

17. The Lessee agrees that if any agent or employee of the Lessee employed on the premises herein described shall be found to be unsatisfactory by reason of his acts or omissions on said Boeing Field, said agent or employee shall be promptly removed from the airport by the Lessee upon written notice to that effect signed by the Board of County Commissioners.

18. This lease is made pursuant to authority of Chapter 87, Laws of 1901; Chapter 162, Laws of 1913; Chapter 110, Section 2, Laws of 1941; Chapter 41, Laws of 1951; and Chapter 178, Laws of 1953 of the State of Washington, and all amendments thereto, and said laws are hereby and now incorporated in this lease and made a part hereof as fully as if set out word for word herein. This lease is also made subject to the limitations, restrictions and conditions of that Instrument of Transfer dated May 26, 1948, between The United States of America and King County, Washington, a municipal corporation.

IN WITNESS WHEREOF, this lease is executed in triplicate, on behalf of King County, the Lessor, by the Board of County Commissioners and the County Auditor, attested by his seal of office, and also executed by the Lessee on the day and year first above written.

COUNTY OF KING, STATE OF WASHINGTON

W. H. Sears
W. H. SEARS, Chairman

Howard Odell
HOWARD ODELL, Commissioner

Dean C. McLean
DEAN C. McLEAN, Commissioner

ATTEST:

ROBERT A. MORRIS, Clerk of Board

By: Robert A. Morris
Deputy

BOARD OF COUNTY COMMISSIONERS
KING COUNTY, WASHINGTON

Arthur J. Bell
ARTHUR J. BELL

LESSOR

LESSEE

This lease approved as to form and legality this 16 day of July, 1957.

CHARLES O. CARROLL, Prosecuting Attorney

By: R. J. Smiles
Deputy

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 7th day of October, 1957, before me personally appeared WM. H. SEARS, HOWARD ODELL and DEAN C. McLEAN, to me known to be the County Commissioners of King County, Washington, and who together constitute the Board of County Commissioners of King County, Washington, the municipal corporation that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the official seal of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Yvonne Monte
Notary Public in and for the State
of Washington, residing at Seattle.

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On this 12TH day of JULY, 1957, before me personally appeared ARTHUR J. BELL, to me known to be the individual who executed the within and foregoing instrument, and acknowledged said instrument to be his free and voluntary act and deed, for the uses and purposes therein mentioned, and on oath stated that he was legally qualified to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

A J Bell
Notary Public in and for the State
of Washington, residing at Seattle.